PORT OF SEATTLE

LEASE

P.O.S. # L-1283

THIS LEASE made as of the Control of SEATTLE.

a Washington municipal corporation as Lessor, hereinafter referred to as "the Port", and SHELL OIL COMPANY,

a Delaware corporation,

hereinafter referred to as "Lessee",

WITNESS ETH:

in consideration of their mutual promises the parties hereto do hereby mutually agree as follows:

LEASED PREMISES The Port hereby leases to Lessee, and Lessee hereby hires and leases from the Port, the following described premises situated in King County, State of Washington:

Approximately 102,163.5 square feet of land area at Port of Seattle Terminal 20, legally described and shown as Parcels "A" and "B' on Exhibit "A" attached hereto and by this reference made a part hereof,

hereinafte, called "the premises"

TERM (See Addendum) RENT

dry

3. (a) Lessee agrees to pay as rent for the premises the sum of TWO THOUSAND THIRTEEN
AND 64/100 DOLLARS

per month. The rent for each month shall be paid to the Port in advance on or before the first day of each and every month of the lesse term, and shall be payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at such place as the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designate. See a payable at the Port may be reinable designated at the P

Parcel "A"

88,391 sq.ft. land@ \$0.25/sq. ft./yr. = \$22,097.75/yr. $\approx $1,841.48/mo$. Parcel "B":

13,772.5 sq.ft. land@ \$0.15/sq. ft./yr. = $\frac{$2,065.88/yr.}{$24,163.63/yr.} = \frac{$172.16/mo.}{$24,163.63/yr.} = \frac{$2,013.64/mo.}{$24,013.64/mo.}$

dr.

(b) The rent stated in subparagraph (a) above shall be subject to renegoriation effective in the end of the 60 t.h. month following the commencement of this lease and every 60 months thereafter in the event that the Port OPLION gives to Lessee switten notice of the Port's election to renegotiate the rent applicable to the locationing the absence of OPLION less than 180 nor more than 270 days thror to an effective date of the commencement of the period in the absence of option, such notice, the rent applicable for the Prior rent period shall study to the forthcoming the opening of the commencement of the period of the period of the period of the forthcoming the option of the period of the perio

FORM 1976-A

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_ (REVISED 7-20-76).

market feman value of the premises (determined on a square footage or other appropriate licits custominally used in comparable groups tiest as compared with such rental value being obtained on other premises for similar assum the Otherope Seattle area. The value of any improvements to the premises financed by Lesses at no cost to the Port shall be excluded in determining the fair market cental value of the premises, in the event that the parties cannot place on the continuous staty (60) days before the effective date for rent senegotiation, the rent shall be determined, according to the learnings formula, by three arbitrators, each of whom shall be a member of either the Society of Innivistrial Realitous or of this Wishington-British Columbia Chapter of the American Institute of Real Estate Appearance and shall be experienced in this evaluation of the type of premises subject to this lease. Each party shall select and fully companies one of those of those of the select and fully companies one of those of the select and fully companies one of the select and fully companies of the select and fully companies one of the select and fully companies one of the select and fully companies of the select a tors, and the third arbitrator shall be selected by the other two and compensated in equal shares by the parties. Rent , payable herein, for any period less than a calendar month shall be prorated.

BOND DR OTHER SECURITY

Level mounts of the comment of the bearing of the second o the form attached hereto as Exhibit _ commerciation Lessee's activities in marine commune during the second most recent calendar month. The Port will employ this report from Lessee in preparing respected summaries for the benefit of المعي بسيدن معانيطية ويرب عبط المعاوية لما حيد الأنامي كميده عب الاعد النح ينصب مم اجد بعد اجدة ال

(a) Lesses shall, upon execution of this lease, file with the Port a good and sufficient corporate surety company bond, rental insurance policy, or other security thereinafter referred to as the "Bond" in accordance with the requirements of the laws of the State of Washington to secure the full performance by Lessee of all terms and conditions of this lease, including the payment by Lessee of all amounts now or hereafter payable to the Port during the full term hereof. The form and provisions of the Bond, and the identity of the surety or insurer thereon, shall be subject to the approval of the Port. The amount of the Bond shall be based upon the rents payable hereunder and determined in accordance with the taws of the State of Washington, and shall be adjusted I required by said laws. If the amount of the Bond is not, so adjusted, Lessee shall be considered in default hereunder, and subject to the Port's rights under subparagraph (c) of this paragraph and paragraph 20 "Defaults" below. No future amendment, or extension to this lease shall be effective until the surety or insurer has given its consent thereto and the amount of the Bond has been adjusted as required. The Bond may provide for termination on the anniversary date thereof upon not less than one (1) year's written notice to the Port if the lease is not in default at the time of said notice. In the event of any such termination, Lessee shall ontain a new Bond, also subject to Port approval, to replace the Bond being so terminated to be effective on or before the date of

(b) In the event of application by Lessee and acceptance by the rental Insurer, Lessee may, as an alternative to obtaining a Bond by its own efforts as provided in subparagraph (a) above, elect to secure its full performance of the regial payment of this lease through participation in and subject to the terms and conditions of the Port's rental guerance insurance program. In the event of such election by Lesser and acceptance of Lessee by the rental insurer, the rential insurance premium payable by Lessee shall be an added-charge due and collected with rent payments. It Lessee shall fail to provide a Bond as provided in subparagraph (a) above within thirty (30) days after signing this lease or within thirty (30) days after the expiration of a prior Bond, Lessee hereby expressly authorizes the Port to seek to place this lease on the Port's rental guarantee plan and agrees to pay the premium, due thereon in addition to all other playments due under this tase in the event the rental insure accepts this lease.

Until such time as Lessee furnishes the Bond in accordance with the provisions of subparagraph (a) above or Lessee in the alternative fully qualifies for rental insurance under the provisions of Nafoparagraph (b) above vetating to the Port's rental guarantee insurance program, and in the event Lessèe at any time or times during the stated term of this lease shall cease to be in compliance with the provisions of this paragraph 4, the Port at its sola option may elect to exercise any or all of its rights under peragraph 20 "Defaults" below following lifteen (15) days prior written notice to Lessee, Pending Lessee's cure of his default or the effective date of any termination for default so elected by the Port, Lessee shall pay rent and all other sums owing to the Port under this lease computed as though this lease had been originally awarded on a month to month basis.

(d) It is further agreed that in the event the laws of the State of Washington applicable hereto shall hereafter be amended, the provisions of this entire paragraph 4 shall be deemed likewise automatically amended upon the effective date of such statutory amendments, to the extent and in a meanier necessary to comply therewith In the event such statuatory amendments make it prohibitive for Lessee's continued occupancy of and the operation of Lessee's business on the premises, then Lessee shall have the right to terminate this lease by giving the Port at least thirty (30) days' advance written notice.

USE OF Lessee shall use the premises for

PREMISES

storage and distribution of petroleum products which shall not be reasonably with and shall not use them for any other purpose without the written content of the PondLessee shall use the entuelp for the conduct of said business in a first-glass manner continuously; duting the entire term of this lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or redecorating or for reasons beyond Lessee's reasonable control. Lessee agrees that it will not disturb the Port or any Other tenant of the Port by making or permittings by disturbance or any unusual poise, vibration or other condition on or in the premises, 4-------<u>بريانية مستوعيخ جالكيد</u>ي ومعصوصوصوص والإياريية عصور وينيون ويراني مجرون لوطريخ أومينا انصرونها البارية البين برود طينس بالوهم

UTILITIES

Lessee shall be liable for, and shall pay throughout the term of this lease, all charges for all utility services furnished to the premises, including, but not limited to, light, heat, electricity, gas, water, sewerage, garbage disposal and lanitorial services, 44

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ACCEPTANCE OF PREMISES Lessee has examined the premises, accepts them in their present condition, and agrees to make any change
in the premises necessary to conform to federal, state and local law applicable to Lessee's use of the premises.

MAINTENANCE : AREX REPAIR AND REMOVAL

(See Addendum)



8. condition in which occured for, if altered by Lassee with the Port's consent, then the premises shall be returned to such altored conditions, reasonable wear and tear and damage by fire or unavoidable casualty excepted. Lessee shall, at its own expense, at all times keep the promises, and the adjoining roadways and sidewalks, neat, clean and in a safe and similary condition, free from intestation of pests, and conditions which might result in harborage for, or infestation of, pests, (The world "pests", as used herein, shall include, webout limitation, rodents, insects and birds in numbers to the extent that a nuisance is created.) Lessee shall also keep the glass of all windows and doors on the premises clean and presentable, and shall maintain and keep the premises in a good state of report, and shall commit no waste of any kind, and, without limiting the generalities thereof, shall replace all cracked or broken glass in the promises, and keep the electrical system and the sprinkler system and all drains clean and in a good state of rapair, and small protect the sprinkler system and all pipes and drains so that they will not freeze or become clogged: Provided, that Lessee's and obligation to make all necessary repairs shall not extend to any repairs to the roof (structure or covering) or to the foundations of the building or structure (but expressly excluding from the term "foundations" all flooring and decking, whether structural or finish) of which the premises are a part, or to any repairs to any bearing columns or bearing walls or to the exterior walls of the building or serveture that may be necessary to maintain the structural soundness of those columns or walls, except to be extent that any of the repairs described in this proviso may be required as a result of damage caused by negligence of Lesma or its

ALTERATIONS AND IMPROVEMENTS 9. Lessee shall make no alterations of improvements to or upon the premises or install any fixtures determined to be installed first obtaining written approval from the General Manager—the Polity and subject to any and all conditions in such approval. Which Shall not pequalification in the Polity of the Polity and subject to any and all conditions in such approval. Which shall not be perfectly and the Polity of the Pol

INSPECTION
"FOR RENT"
SIGNS

10. The Port reserves the right to inspect the premises at any and all reasonable times throughout the term of this lease: Provided, that the Port shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspictious places on the premises for thirty (30t days prior to the expiration or sooner termination of this lease.

OUTSIDE AREAS AND ROOF



11. The use of the custide area of the wells father than the front of the promised and the road of the building in which the promises are too too to the control to the Ross, which the illness the cighter will be the commonly purpose, instituted the customers of control.

POSSESSION

12. If the Port shall be unable for any reason to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this fease (thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any rent until such time at the Port can deliver possession. If Lessee shall, in the interim, take possession of any portion of the premises, Lessee shall pay as rent the full rent specified herein reduced pro rate for the portion of the premises not evailable for possession by Lessee, if the Port shall be unable to deliver possession of the premises at the commencement of the term of this lease, Lessee shall have the Option to terminate this lease by at least thirty (30) days' written notice, unless the Port shall deliver possession of the premises prior to the effective date of termination specified in such notice, iff Lessee shall, with the Port's consent, take possession of all or any part of the premises prior to the commencement of the term of this lease, all of the terms and conditions of this lease shall immediately become applicable, with the exception that Lessee shall not be obligated to pay any tent for the period port to the

We become applicable, with the exception that bessee shall not be obligated to pay any tent by the period prior to the commencement of the term of this lesse unless otherwise mutually agreed. However, the Port shall not unreasonably deny Lessee permission to enter the premises for purposes of making soil tests investigations and/or surveys, it being understood by the parties that such entry shall not be construed as taking possession of the premises as defined herein.

35-OR

DAM AGE-OR DESTRUCTION

(See Addendum)

13. Should the promoce on the localization of the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefor to be done during regular working bours on regular work days), the premises shall be repaired with due difference by the Port, and in the meantime the monthly minimum rent shall be abated in the same proportion that the unterantable portion of the premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.



(b) Should the premises of any buildings or structures of which the premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be reprinted within four (4) weeks of the occurrence, the Port shall have the nation to terminate this lease on thin 130) days notice, effective as of any date not more than sixty (60) days after the occurrence. In the event that this paragraph shall become applicable. The first has been always whether the contraction the event that this paragraph shall be come.

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(REVISED 8-3-76)

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nance and provers to south due deligence any was k recessary to restore or repair the premises. If the Port shall fail to notify Lasses of its election within said littery 4300 day flexied, the Port shall be deemed to have digged to terminate this lease, and the lease shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the premises to the date of completion of the reputs for the premises for to the date of Lang Pour de lie plant and the correct the more on the state of th المستندل والمشتيم للتم لعتب مدلعونيين ويماورة لأربيا فريريا والإيم الأراية فروا ويدير فالمتحييان

INDEMNIFICA TION-LIABILITY INSURANCE

The Port, its employees and agents shall not be flable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others a a result of any condition fincluding existing or ruture defects in the premises) or occurrence (including failure or interruption of utility service) whatsoever related in any WaY to the premises and the areas adjacons thereto or related in any way to Lessee's use or occupancy of the promises and of the areat adjacent thereto. Lessee agrees to defend and to hold and save the Port harmless from all hability or expense findluding expense of litigation) in connection with any such items or actual or elleged injury or damage, in addition, Lessee shall, at its own expense, maintain proper liability insurance with a reputable insurance company or companies satisfactory to the Port in the minimum limits of \$250,000 ther person) and \$500,000 (per accident or occurrence) for bodily injuries and death, and in the minimum limit of \$250,000 (per accident) for property damage, and hereafter in such increased amounts as the parties may from time to time inutually agree upon, to indemnify both the Port and Lessee against any such liability or expense. The Part shall be named as additional insured, and shall be furnished with appropriate evidence to establish (1) that Lessee's Insurance obligations as literain provided have been met, and (2) that the insurance policy or policies as herein required are not subject to cancellation without at least ninety (90) days' advance written notice to the Post, Lessee shall turnish to the Port from time to time evidence of renewal of insurance as required,

WAIVER DE SUBROGATION

The Port and Lessee hereby mutually release each other from fiability and waive all right of recovery against each other for any loss from perils insured against under the respective fire insurance contracts, including any extended coverage endorsements thereto: Provided, that this paragraph 15 shallbe inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Port or Lessee.

INCREASE IN COST OF INSURANCE

the building go ram untures on shekaths premises are a cont, if it nevert historices sto, then, at the opin of the Port, the fullar name of any westating increase inpremiumi patition was port with respect to the buildings, or at matter of which the premises are all pass, and to who execut allocations to the torum of this less or 10 pool and a state of the armount of the premises are allocations. المتراجع والمحرور الماري والمعروض المنا المهر بالمارة بساء عاملت سوسات والمطاع المتمار المراجد المتراجد المتراج

TAXES

Lessee shall be liable for, and shall pay through sut the term of this lease, at licenie and excise ties and occupation taxes covering the business conducte on the premise and all taxes on property of Lessee on the premises and any taxes on the leasehold interest created by this lease, whether imposed on Lessee or on the Port. Lessee shall als-spay, or reimburse the Port for, all taxes, other than any net income taxes payable by the Port, including advalorem taxes or taxes levied in fley of an at valorem tax or tax on the leasehold interest created by this lease and/or measured by the rent payments hereunder. With respect to any such taxes payable by the Pon which are measured by the rem payments hereunder, Lessee shall pay to the Port with each tent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Port is or will be entitled to reimbussement from Lesses shall be payable by Lessee to the Port at least lifteen (15) days prior to the due dates of the respective tax amounts involved: Provided, that Lessee shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

COMPLIANCE WITH PORT REGULATION AND WITH ALL LAWS (See Addendum)

18. other realty of which the premises Jre a past now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee further agrees to comply with all applicable legeral, state, and municipal laws, ordinances, and regulations, including without impution those relating to

ASSIGNMENT OR SUBLEASE

Lessee shall not assign or aranger this lease or any interest therein nor sublet the whole or any part of the premites, nor shall this lease or any interest discounties to assignable or transferable by operation of law or by any process or proceeding or any court, or otherwise, without the written consent or the Port first had and obtained, if Lessee is a corrigiration. Lessee further agrees that if at any time during the term of this lease more than one-half (VI) of the outstanding shares of any class of stock or Lessee corporation shall belong to any stockholders other than those who own more than one-half (%) of the outstanding shares of that class or stock at the time of the execution of this lease or to members of their mixmediate, lamilies, such change in the ownership of the stock of Lessee shall be deemed an assignment of this lease within the meaning of this paragraph, if the Port shall give its content to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's constant. Not withstanding anything to the contrary herein, this provision shall prevent the assignment of this lease by Lessee to its successor in interest in the event

that Lessee should sell and/or convey all of its property and business in the States of Washington:

DEFAULTS

20. Time is of the essence of this approximate, Lessee shall pay interest monthly at the annual rate of twenty pay. cent (12%), or the maximum rate itermitted from time to time by anotherble law, whichever is less, on all suns dwing-to the Port under this layer, communicing thaty (30) days after the date each sum is due and payable, to the event of the fall-

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ure of Lessee to pay the rengs, interest, and any and all other charges provided for in this lesse at the time and in the manner, iterein specified, or to keep any of the covenants or agreements set forth to be kept and performed, including without limitation the provisions of paragraph 4 relating to the Bond which most be jurnished by Lestini and maintained throughout the term of this lease, the Port may elect to terminate this lease and reenter and take possession of the premises with or without process of law; Provided, however, that Lessee, shall be given lifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said (iffuen (15) day period. Payment by Lessee to the Port of interest on rents and/or on any other charges due and owing under this lease shall not cure or excuse Lessee's default in connection with such rems and/or other charges, interest, default and all other remedies of the Port hereunder are cumulative and not alternative. If upon such reentry there remains any personal property of Lessee or of any other person upon the premises, the Port may, but without the obligation to too, remove said personal property and hold it for the owner thereof or may place thesame in a public garage or warehouse, all at the exipense and risk of the Owners thereof, and Lessee shall reimburse; the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Lessee, after a has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstaining any such reentry, the liability of Lessee for the full rents and interest provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee shall make good to the Port any deficiency arising from a reletting of the premises at a lesser rental than that herainbefore agreed upon. Lesses shall pay such deligiency each month as the amount thereof is ascer-

TERMINATION D (See Addendue)

211. improver ment for public or private use impossertion with the operation of the business of the Port, then this lease may be termin at led by the Port by written notice delivered or mailed by the Port to Longe Not less than minerian deep consisted to the notice

TERMINATION FOR GOVERN-MENT USE

in the event that any federal, state or local government or agency or instrumentality thereof shall, by con-22. demnation or otherwise; take title, possession or the right to possession of the premises or any part thereof, the Port may, at its option, terminate this lease as of the date of such taking, and, if Lessee is not in default under any of the provisions of this lesse on said date, any rent prepald by Lessee shall, to the extent allocable to any Period subsequent to the effective date of the termination, be promptly refunded to Lessee. And further Lessee shall have the right to remova all of Lessee's property both real and personal from the premises within

30 days of said termination.

TERMINATION BECAUSE OF COURT DECREE

23. In the event that any court having jurisdiction in the matter shall render a decision which has become lines and which will prevent the performance by the Port Cl any Ol its Chinarions under this lease, then either party herein may terminate this lease by written notice and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this lease on the effective date of such termination, any rent prepaid by Lessee shall, to the entent allocable to any period subsequent to the effect a date of the fermination, be promptly refunded to Lessee. And further Lessee shall have the right to remove all of Lessee's property both real and personal from the premises within 30 days of said termination.

SIGNS

(See Addendum)

24. in the premises, including the windows and doors thereof, without the approval of the General Manager of the Port first had and obtained. At the termination or sooner expiration of this trase, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its ownex parse, and lessee shall repair any

INSOLVENCY

If Lassee, shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditions, or if any proceedings shall be commenced to foreclase any mortgage or any other lies on Lessee's, interest in the premises or on any personal property kept or maintained on the premises by Lesse, the Port may, at its conton, terminate this lease. Only if such proceedings are not dismissed within sixty (60) days, subject, however, to Lessee's right to removal of all of its property both real and personal.

NONWAIVER

The acceptance of rent by the Port for any period or periods after a default by Lessee hereunder shall not be dearned a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Essee shall be construed to be or act as a waiver of any subsequent default by Lessee. Alten any default shall have been timely cured by Lessee, it shall not thereafter be used by the Port as a ground for the commendement of any action under the provisions of paragraph 20 horeof."

PROMOTION OF PORT COMMERCE

incurring shipments of commodificather it may be able to control or direct shall be made through facilities within the territorial limits of the Port it there will be no resulting cost or time disadvantage to Lessee,

FORM 1976 A

SURRENDER
OF PREMISES ATTORNEYS' FEES

28. At the expiration or sooner termination of this lease, Lessee shall promptly surrander possession of the premises to the Port, and shall deliver to the Port all keys that it may have to any and all parts of the premises. In the event that either party shall be required to bring any action to enforce any of the provisions of this lease, or shall be required to defend any action brought by the other party with respect to this lease, and in the further event that one party shall entirely prevail in such action, the icosing party shall, in addition to all other preyments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge teasonable as attorneys' fees in the tritil court and in any appellate courts.

HOLDING OVER

29. If Lessee shall, with the consent of the Port, hold over after the expiration or sooner termination of the term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the Port the same rate of rent as still forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of this lease insofar as they may be pertinent.

ADVANCES
BY PORT
FOR LESSEE

30. If Lessee shall fail to do anything required to be done by it under the terms of this lease, except to pay rent, the Port may, at its sole option, do such act or thing on behall of Lessee, and upon notification to Lessee of the cost thereof to the Port. Lessee shall promotly pay the Port the amount of that cost.

LIENS AND ENCUMBRANCES

31. Lessee shall keep the premises free and clear Of any tiens and encumbrances arising or growing out of the use and occupancy of the said premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the premises if not paid.

NOTICES

32. All notices and payments hereunder may be delivered or malled. If mailed, they shall be sent to the following respective addresses:

To Lesson

The Port of Seattle P. O. Box 1209 Seattle, Washington 98411

To Lessee:

P. O. Box 3947

Seattle, WA 98124

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices and payments sent by certified or registered mail and subsequently received by the Port shall be deemed to have been given when and if properly mailed, and the postmalik affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

JOINT AND SEVERAL LIABILITY 33. Each and every party who signs this lease, other than in a representiative capacity, as Lessee, shall be jointly and severally liable hereunden.

"LESSEE" INCLUDES LESSEES, ETC. 34. It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual lessee or lessees under this agreement.

CAPTIONS

35. The captions in this lease are tor convenience only and do not in any way timit or amplify the provisions of this lease.

INVALIDITY OF PARTICULAR PROVISIONS 36. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

NONDISCRIMI NATION— SERVICES 37. (a) Lessee agrees that it will not discriminate by segregation of otherwise against any person or persons because of face, sex, age, creed, color or national origin in furnishing, or by reflusing 10 furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodistions, and activities provided thereby.

th) It is agreed that Lesses's number phases with the provisions of this closes shall constitute a material breach of this lease. In the event or such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be plovided by law.

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NONDISCRIMINATION—
EMPLOYMENT

- 33. Lessee covenants and agrees that in all matters pertaining to the performance of this lease, Lessee shall at all times conduct as business the manner which assures that, aqual and nondiscriminatory, treatment of all persons without respect to race, sex, age, color, creed or national origin and, in particular:
 - (e) Lesses will maintain onen hims and employment practices and will welcome applications to: employment in all positions from qualitied individuals who are members of racial or other minorities, and
 - (b) Lesses will comply strictly with all requirements of applicable federal, state and local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirements in thring and employment practices and assuring the service of all patrons or customers without discrimination as so any person's race, sex, age, creed, color or national origin.

LABOR UNREST

39. Lessee agrees to join with the Port and use its best efforts in avoiding labor unrest, or in the event of a wild-cat strike or other labor difficulty, to use its good offices in negotiating and bringing to a swift and satisfactory conclusion any kind of labor dispute that may affect the interests of the Port.

EASEMENTS

- 40. (a) The parties recognize that the Port facilities are continuously being modified to improve the utilities, services and premises used and provided by the Port. The Port, or its agents, shall have the right to enter the premises of Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, wrater, and drainage lines, and the electrical service, and all other services and facilities required by the Port for its use. The Port is hereby granted a continuous essement or essements that the Port believes is necessary within the premises of Lessee, without any additional cost to the Port for the purposes expressed hereinabove. Provided, however, that the Port by virtue of such use, does not substantially deprive Lessee from its beneticial use or occupancy of its leased area for an unreasonable period of time, not to exceed thirty (30) working days, without consent at Lessee.
- (b) In the event that the Port permanently deprives Lessee from such beneficial use or occupancy, then an equitable adjustment in rent, or in the cost required to modify its premises to allow the Lessee to operate its business, will be negotiated and paid by the Port to Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse Lessee for the cost required to modify its premises for the temporary period that Lessee is inconvenienced by such Port entry. The Port will not be responsible to Lessee for any reduced efficiency or loss of business occasioned by such entry.

FEDE RAL MARITIME COMMISSION REGULATIONS

- 41. (a) This instrument shall be submitted to the Federal Maritime Commission for determination as to whether it may be subject to the provisions of Section 15 of the Shipping Act, 1915, as amended. In the event that the Commission or its staff shall determine approval of this instrument is required under said Section 16, this instrument shall not become effective until both of the parties hereto have been informed that such approval has been given. No future amendment or modification so this instrument lother shall a termination of the entire agreement between the parties by their mutual consent shall become effective until such amendment or modification has been submitted to and reviewed by the Federal Maritime Commission and its staff in the manner outlined above.
- (b) Pending approval by the Federal Maritime Commission, Lessed will be assessed rent pursuant to the Port trailly. Once Federal Maritime Commission approval is received, Lesses will be obligated to pay the rent thereafter pursuant to the lease, it it is found by the FMC that this lease is not subject to Federal Maritime Commission approval, then and in that event the rem will be assessed retroactively from the first date of occupancy at the rate stated herein, and Lesses will be given credit for the amount of rent he has paid heretofore under the tariff rate.

ENTIRE AGREEMENT-AMENDMENTS Prior to signing this lease the parties modified printed paragraph is 3, 4, 5, 6, 9, 12, 19, 22, 23, 25 and 27 deleted printed paragraphs) 8, 11, 13, 16, 18, added typewritten paragraphs, 8, 13, 18, 21, 24, set forth on the attached Addendum to this lease which is incorporated herein and made a part here of by this relatence, and added attached Exhibit 10 m m. This printed lease together with any attached Addendum incorporated by the preceding sentence and any and all exhibits expressly incorporated berein by reference and strached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, coverants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have signed this lease as of the day and year first above written,

SHELL OIL COMPANY

SIGNATURE FOR LESSEE IF INCORPOR-ATED

Ву,

J. E. MULKEYLESSEE

REAL ESTATE MANAGER WEST CORPORATE REAL ESTATE

CORPORATE SEAL)

FORM 1976 A - Hesy, 13-5-760

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ADDENDUM TO LEASE BETWEEN PORT OF SEATTLE AND SHELL OIL COMPANY TERMINAL 20

MAINTENANCE, REPAIR AND REMOVAL

- 8. (a) All buildings, improvements, equipment and other property constructed, installed or placed on the premises by Lessee or acquired by Lessee, at any time during the continuance of this or any previous lease or any tenancy thereafter, shall be and remain Lessee's property, and Lessee shall have the right to remove any or all of the same from the premises at any time during, and within sixty (60) days after, any expiration or sooner termination of this lease or any tenancy thereafter. Lessee at the expiration or any sooner termination of this lease, or any tenancy thereafter, shall surrender the premises to the Port subject to ordinary wear and tear. Lessee shall, at its own expense, at all times keep the premises, and the adjoining roadways and sidewalks, near, clean and in a safe and sanitary condition. Lessee shall remove all snow and ice from the sidewalks in front of the premises.
- (b) Lessee further agrees that within sixty (60) days following termination of this lease for any reason whatsoever, Lessee will at Lessee's sole cost and expense remove all buildings, improvements, equipment and other property constructed, installed or placed on the premises by Lessee or acquired by Lessee, in accordance with paragraph 8. (a) hereinabove, if so requested by the Port.

DAMAGE OR DESTRUCTION 13. Should the buildings, improvements and equipment be completely destroyed by fire or other casualty and if Lessee has not commenced to repair and/or rebuild within sixty (60) days after such occurrence, either the Port or Lessee shall have the right to terminate this lease on thirty (30) days' advance written notice effective on the ninetieth (90th) day after such occurrence.

COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS 18. Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the improvements to be constructed by Lessee for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee further agrees to comply with all applicable federal, state and municipal laws, ordin aces, and regulations, including without limitation those relating to environmental matters. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

TERMINATION

21. In the event that the Port, at its sole discretion, shall require the use of the premises for a major capital improvement for public or private use in connection with the operation of the business of the Port, then this lease may be terminated by the Port at the end of the primary term of the lease or at the end of any extension thereof by written notice delivered or mailed by the Port to Lessee not less than eighteen (18) months before the termination date specified in the notice, subject to the rights of Lessee under paragraph 8.

SIGNS

24. Any signs placed on the premises or on the buildings or improvements to be installed by Lessee shall be Lessee's normal identification signs and shall be removed by Lessee at Lessee's sole cost and expense upon termination of this lease.

RENEWAL OPTIONS

43. Provided Lessee is in good standing, Lessee shall have the option to extend this lease for five (5) additional periods of five (5) years each on the same covenants and conditions as herein provided, any one or more of which options Lessee may exercise by giving the Port written notice at least two hundred ten (210) days prior to the expiration of the original term or the then current extension (as the case may be), except that the rent applicable to each successive option period shall be subject to adjustment pursuant to the terms of paragraph 3 (b) herein. However, in the event the Port and Lessee do not agree to said adjustment, then Lessee shall have the right to notify the Port by written notice at least five (5) days prior to the end of the original term or the then current extension period of Lessee's withdrawal of its exercised option.

(REVISED 7-20-76)

STREET VACATION

44. Lessee has executed and delivered this lease to the Port on the condition that the Port immediately begin proceedings to vacate that part of Lander Street lying between 13th Avenue SW. and 11th Avenue SW. and notwithstanding anything to the contrary hereinabove, the five-(5) year primary term of this lease shall begin on the date that the order of vacation has been finalized and recorded in the public records in King County, State of Washington, except that Lessee, at Lessee's option, if the street vacation does not obtain, may elect to take possession of the premises by giving notice to the Port whereupon the five-(5) year primary term of this lease shall begin except that the rent payable hereunder shall be the sum specified in paragraph 3(a) for Parcel A. However, if said vacation obtains subsequent to the taking of possession of Parcel A by Lessee, then Lessee shall pay the additional rent as specified in paragraph 3(a) for Parcel B commencing on the date that the vacation proceeding becomes final. In the event the beginning date of the primary term is other than the date as stated in paragraph 2, the parties hereto agree to execute a supplemental agreement establishing the beginning and ending dates of said primary term.

(REVISED 8-3-76)

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